

SEPTEMBER 30, 2004

~~SEPTEMBER 30, 2002~~

~~JUNE 30, 2002~~

CONTRACT PERIOD THROUGH ~~JUNE 30, 2001~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **HEARING OFFICER, MERIT COMMISSION**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **JUNE 10, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Janice Stratton, Human Resources
Sharon Tohtsoni, Materials Management

(Please remove Serial 99015-RFP from your contract notebooks)

HEARING OFFICER, MERIT COMMISSION

1.0 INTENT:

1.1 PURPOSE:

The purpose of this document is to define the general requirements for Maricopa County, Human Resources Department, or other County Agencies on an as needed basis.

1.2 SCOPE:

This document defines the basic services required, the proposal procedures and the evaluation and award criteria, and other factors pertinent to this proposal.

1.3 OBJECTIVES:

It is the intent of Maricopa County to procure the services of the most qualified firm(s).

Maricopa County reserves the right to award this contract in whole or in part to one or more vendors.

The Contractor shall furnish all labor, materials, and equipment necessary to perform the work required.

2.0 SCOPE OF WORK:

2.1 The Hearing Officer shall be authorized to act on behalf of the Merit Commission for the purpose of conducting hearings for the Merit Commission, subject to the appropriate Merit System Rules and specific directions of the Merit Commission and the Arizona Revised Statutes.

2.2 Hearings will be assigned to approved Hearing Officers by the Merit Commission.

2.3 Payment may be made to the Hearing Officer in accordance with the following:

2.3.1 Convened hearings will be compensated at \$50.00 per hour. In appeals that have a convened hearing the guaranteed minimum payment will be \$125.00 or \$50.00 per hour whichever is greater. The \$125.00 guaranteed minimum, for a convened hearing, is applicable only once per appeal case and applies only when the payment for the convened hearing at the \$50.00 per hour rate totals less than \$125.00.

2.3.2 Time spent on preparation shall include pre-hearing review of the file or case; any conversations with the appellant, respondent or their attorneys; review of the transcripts and exhibits; preparation of the findings of fact, conclusions of law and recommendation; and any conferences with the Commission regarding the particular case or hearing. Time spent on such preparation shall be billed at the hourly rate of \$50.00 per hour. NO compensation will be made for travel or per diem.

2.4 The Hearing Officer shall present claims for payment to the Maricopa County Personnel Department in accordance with prescribed procedures.

2.5 The Hearing Officer shall accept assignments when available unless possible personal or professional conflict of interest exists. The Hearing Officer shall be reasonably available to hear appeals on a normal workday.

2.6 The Hearing Officer shall submit findings of fact, conclusions of law, and recommendations after conducting an appeal hearing and provide any further information in accordance with the appropriate Merit System Rules.

2.7 This agreement shall become effective after award by the Maricopa County Board of Supervisors and continue for two (2) years with options for renewal, but the agreement may be terminated upon thirty (30) days written notice of termination by either party, of the party's intention to terminate. However, the Hearing Officer shall complete any appeal assigned prior to termination of the agreement unless otherwise directed by the Merit Commission and the Merit Commission shall pay all proper claims submitted on such appeals.

- 2.8 The Hearing Officer is responsible for carrying out the policies and shall follow the directions of the Merit Commission.
- 2.9 This contract shall be reviewed by the Merit System Commission at least ninety (90) days prior to date of expiration and an appropriate recommendation made to the Board of Supervisors regarding the action to be taken regarding this contract.
- 2.10 Preference will be given to attorneys that are members of State Bar of Arizona.

3.0 **SPECIAL TERMS & CONDITIONS:**

3.1 TERMS AND PAYMENT:

Payment under contract will be made in the manner provided by law. Invoices shall be prepared and submitted in accordance with the instructions provided on the Purchase Order. Invoices shall contain the following information: Purchase Order number, item numbers, description of supplies and or/services, sizes, quantities, unit prices and extended totals and applicable sales/use tax. The County is not subject to excise tax.

3.2 INTERNET/PROCUREMENT CARD ORDERING CAPABILITY:

It is the intent of Maricopa County to utilize both the Internet and the Bank of America MC Procurement Card to place and make payment for orders under this Contract. Proposers without these capabilities may be considered non-responsive and not eligible for award consideration.

4.0 **CONTRACT TERMS & CONDITIONS:**

4.1 LANGUAGE FOR REQUIREMENTS CONTRACTS:

Contractors signify their understanding and agreement by signing this document, that the Contract resulting from this proposal will be a requirements contract. However, this Contract does not guarantee that any purchases will be made. It only indicates that if purchases are made for the services contained in this Contract, that they will be purchased from the Contractor awarded that item. Orders will only be placed when a need is identified by a Using Agency or Department and proper authorization and documentation have been approved.

4.2 CONTRACT LENGTH:

This Request for Proposals is for awarding a firm fixed price contract to cover a two (2) year period.

4.3 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this agreement up to a maximum of three (3), one (1) year options. The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.

4.4 ESCALATION:

Any requests for price adjustments must be submitted thirty (30) days prior to the Contract renewal date. Justification for the requested adjustment in cost of labor and/or materials must be accompanied by appropriate documentation. Escalation shall not exceed the increase in the U.S. Department of Labor (Bureau of Labor Statistics) Consumer Price Index for Urban Consumers. Increases shall be approved in writing by the Materials Management Department prior to any adjusted invoicing submitted for payment.

4.5 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.6 DEFAULT:

The County may suspend, terminate, or modify this contract immediately upon written notice to the Contractor in the event of a nonperformance of stated objectives or other material breach of contractual obligations; or upon the happening of any event which would jeopardize the ability of the Contractor to perform any of its contractual obligations. Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.7 TERMINATION BY THE COUNTY:

If the Contractor should be adjudged bankrupt or should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, the County may terminate this Agreement. If the Contractor should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to provide enough properly skilled workers or proper materials, or persistently disregard laws and ordinances, or not proceed with work or otherwise be guilty of, a substantial violation of any provision of this Agreement, then the County may terminate this Agreement. Prior to termination of this Agreement, the County shall give the Contractor fifteen (15) calendar days written notice. Upon receipt of such termination notice, the Contractor shall be allowed fifteen (15) calendar days to cure such deficiencies.

4.8 APPROPRIATION CONTINGENCY:

The Contractor recognized that any agreement entered into shall commence upon the day first provided and continued in full force and effect until termination in accordance with its provisions. The Contractor and the County herein recognized that the continuation of any contract after the close of any given fiscal year of the County which fiscal years end on June 30 of each year, shall be subject to the approval of the budget of the County providing for or covering such contract item as an expenditure therein. The County does not represent that said budget item will be actually adopted, said determination being the determination of the County Board of Supervisors at the time of the adoption of the budget.

4.9 ORGANIZATION - EMPLOYMENT DISCLAIMER:

The Contract is not intended to constitute, create, give rise to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the rights and obligations of the parties shall be only those expressly set forth in the Contract.

The parties agree that no persons supplied by the Contractor(s) in the performance of obligations under the agreement are considered to be County employees, and that no rights of County civil service, retirement or personnel rules accrue to such persons. The Contractor(s) shall have total responsibility for all salaries, wages, bonuses, retirement withholdings, workmen's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the County harmless with respect thereto.

4.10 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

4.11 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this Contract.

4.12 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete services to this Contract. Should a service requirement be deleted, payment to the Contractor will be reduced proportionally, to the amount of service reduced in accordance with the bid price. Should additional services be required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.13 ASSIGNMENT OR SUBCONTRACTING:

Neither this Agreement, nor any portion thereof, may be assigned by Contractor without the written consent of the County first having been obtained. Any attempt by the Contractor to assign or subcontract any performance of this Contract without the written consent of the County shall be null and void and shall constitute a breach of this Contract.

The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.14 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.15 CONFORMATION WITH THE LAW:

This service shall be accomplished in conformity with the laws, ordinances, rules, regulations and zoning restrictions of the United States of America, the State of Arizona, County of Maricopa, and the City of Phoenix.

4.16 CONTRACT COMPLIANCE MONITORING:

The Materials Management Department and Human Resources shall monitor the Contractors compliance with, and performance under, the terms and conditions of the Contract. The Contractor shall make available for inspection and/or copying by the County all records and accounts relating to the work performed or the services provided in this Contract.

4.17 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Department, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all said materials.

4.18 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.19 AUDIT DISALLOWANCES:

If at any time it is determined by the Department that a cost for which payment has been made is a disallowed cost, the Department shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of the Department either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor forthwith issuing a check payable to Maricopa County.

4.20 P.O. CANCELLATION LANGUAGE:

The Department of Materials Management reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor but only for actual and documentable costs incurred by the Contractor due to and after issuance of the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc. Contractors agree to accept verbal notification of cancellation from the Department of Materials Management with written notification to follow. By submitting a proposal in response to this solicitation, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.21 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.22 SECURITY AND PRIVACY:

The Contractor agrees that none of its officers or employees shall use or reveal any research or statistical information furnished by any person and identifiable to any specific private person for any purpose other than the purpose for which it was obtained. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit, or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The County shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

The Contractor shall incorporate the foregoing provisions of this paragraph in all of its authorized Subcontracts.

4.23 SEVERABILITY:

Any provision of this Contract which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

4.24 VALIDITY:

The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Contract.

4.25 CONTRACTOR RESPONSIBILITY:

The Contractor will be responsible for any **property** damages ~~whatsoever~~ to County property, ~~as applicable~~ when such property is the responsibility or in the **care, custody and control** of the Contractor, ~~his Employees or Subcontractors~~.

~~Contractor agrees that all Subcontractors performing work under this Contract shall comply with its provisions and it is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees of the Contractor, and not employees of Maricopa County.~~

~~Contractor acknowledges and agrees that it is liable and responsible for any act or omission by the Contractor, its employees, agents, officers, representatives, and subcontractors occurring in the course of Contractor's performance of this Contract, whether such act or omission occurs on County property or elsewhere. Contractor shall be liable for any loss or damage arising out of or related to Contractor's performance of this contract, Contractor shall bear the above stated liability, even in absence of its own negligence, unless County actions caused the loss or damage (i.e., if regulation, but damage occurs, Contractor is responsible for such damages.) Contractor shall bear the above stated liability, consequential, incidental, direct, and indirect damages, and shall be liable for all costs, including attorney's fees, incurred by the County to enforce this provision.~~

4.26 FAILURE TO PROVIDE SERVICES:

Maricopa County reserves the right to have service provided by other than the Contractor if the Contractor is unable or fails to provide requested service within the specified time frame.

4.27 DELIVERY:

It shall be the Contractor's responsibility to meet the County's delivery requirements, as called for in the Technical Specifications. Maricopa County reserves the right to obtain material on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

4.28 PRICE REDUCTIONS:

By submitting a bid or proposal in response to this solicitation, Contractors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers for similar services at comparable volumes in a similar geographic area. If at any time during the contract period your company offers a lower price to another customer, notification not be made of price reductions, upon discovery Maricopa County shall reserve the right to take any or all of the following actions:

4.28.1 Cancel the Contract, if it is currently in effect.

4.28.2 Determine the amount which the County was overcharged and submit a request for payment from the Contractor for that amount.

4.28.3 Take the necessary steps to collect any performance surety provided on the applicable contract.

4.29 CHANGES:

The County may require changes in the scope of the services to be performed by the Contractor hereunder. All such changes, which are mutually agreed upon by and between all the parties, shall be incorporated in written amendments to this Contract. All such amendments shall state any increase or decrease in the amount of the compensation due to the Contractor for the change in scope.

4.30 EMPLOYEE RESPONSIBILITY:

No responsibility will attach to a county employee for the premature opening of a proposal not properly addressed and identified in accordance with the proposal documents.

CONRAD SANDERS, 9730 N 80TH PLACE, SCOTTSDALE AZ 85258

B0603765/PO81102

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

Convened hearings will be compensated at ~~\$50.00~~ **\$70.00** per hour.

Appeals that have a convened hearing the guaranteed minimum payment will be ~~\$125.00~~ **\$175.00** or ~~\$50.00~~ **\$70.00** per hour whichever is greater.

The ~~\$125.00~~ **\$175.00** guaranteed minimum, for a convened hearing is applicable only once per appeal case and applies only when the payment for the convened hearing at the ~~\$50.00~~ **\$70.00** per hour rate totals less than ~~\$125.00~~ **\$175.00**

Time spent on preparation per Section 2.3.2 shall be billed at the hourly rate of ~~\$50.00~~ **\$70.00** per hour.

TERMS:	NET 15
FEDERAL TAX I.D. NUMBER:	36-0242141
VENDOR NUMBER:	360242141
TELEPHONE NUMBER:	(480) 991-5007
FAX NUMBER:	(480) 991-5007
CONTRACT PERIOD:	TO COVER THE PERIOD ENDING JUNE 30, 2001. JUNE 30, 2002, SEPTEMBER 30, 2002. SEPTEMBER 30, 2004.

- Compensation Schedule changes effective July 1, 2001.

DAVID J GERING, 2413 E HERMOSA DRIVE TEMPE, AZ 85282 PO BOX 16960, PHOENIX, AZ, 85011

B0603765/PO81102

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

Convened hearings will be compensated at ~~\$50.00~~ **\$70.00** per hour.

Appeals that have a convened hearing the guaranteed minimum payment will be ~~\$125.00~~ **\$175.00** or ~~\$50.00~~ **\$70.00** per hour whichever is greater.

The ~~\$125.00~~ **\$175.00** guaranteed minimum, for a convened hearing is applicable only once per appeal case and applies only when the payment for the convened hearing at the ~~\$50.00~~ **\$70.00** per hour rate totals less than ~~\$125.00~~ **\$175.00**.

Time spent on preparation per Section 2.3.2 shall be billed at the hourly rate of ~~\$50.00~~ **\$70.00** per hour.

TERMS:	NET 30
FEDERAL TAX I.D. NUMBER:	PRIVATE
VENDOR NUMBER:	G627814347 526844447
TELEPHONE NUMBER:	(602) 242-9420 480/839-6272
FAX NUMBER:	(602) 277-3169
CONTRACT PERIOD:	TO COVER THE PERIOD ENDING JUNE 30, 2001. JUNE 30, 2002, SEPTEMBER 30, 2002. SEPTEMBER 30, 2004.

- Compensation Schedule changes effective July 1, 2001.

HAROLD J MERKOW, ATTORNEY AT LAW, 1102 W GLENDALE AVENUE #116, PHOENIX, AZ, 85021
333 W EL CAMINO DRIVE

B0603765/PO81102

PRICING:

NOTE: DO NOT INCLUDE SALES/USE TAX IN YOUR BID PRICE. The percentage of sales/use tax applicable to this contract will be listed on the purchase order and allowed at time of payment. BIDDERS CERTIFY BY SIGNING THIS AGREEMENT THAT PRICES BID ARE F.O.B. DESTINATION IN ACCORDANCE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN.

ITEM DESCRIPTION

Convened hearings will be compensated at ~~\$50.00~~ **\$70.00** per hour.

Appeals that have a convened hearing the guaranteed minimum payment will be ~~\$125.00~~ **\$175.00** or ~~\$50.00~~ **\$70.00** per hour whichever is greater.

The ~~\$125.00~~ **\$175.00** guaranteed minimum, for a convened hearing is applicable only once per appeal case and applies only when the payment for the convened hearing at the ~~\$50.00~~ **\$70.00** per hour rate totals less than ~~\$125.00~~. **\$175.00.**

Time spent on preparation per Section 2.3.2 shall be billed at the hourly rate of ~~\$50.00~~ **\$70.00** per hour.

TERMS:	NET 30
FEDERAL TAX I.D. NUMBER:	37-9463611
VENDOR NUMBER:	379463611
TELEPHONE NUMBER:	(602) 870-1665
FAX NUMBER:	(602) 861-7001
CONTRACT PERIOD:	TO COVER THE PERIOD ENDING JUNE 30, 2001. JUNE 30, 2002, SEPTEMBER 30, 2002. SEPTEMBER 30, 2004.

- Compensation Schedule changes effective July 1, 2001.